

FILED**MAR 21 2007**

IN THE UNITED STATES DISTRICT COURT CLERK, U.S. DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF ILLINOIS SOUTHERN DISTRICT OF ILLINOIS
 EAST ST. LOUIS OFFICE

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

PETER J. PORCELLI, II,)

Defendant.)

CRIMINAL NO. 07-30037-WDS

Title 18

United States Code,

Sections 371, 1341, 1343, 2326 & 2.

INDICTMENT**THE GRAND JURY CHARGES:****I. Introductory Statement**

1. From on or about June 2001, and continuing until approximately August 15, 2002, in St. Clair, Alexander, Bond, Clark, Clinton, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Hamilton, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, Union, Washington, Wayne, White and Williamson Counties, thirty four of the thirty eight counties comprising the Southern District of Illinois, and elsewhere, **PETER J. PORCELLI, II ("PORCELLI")**, together with a Nevada corporation based in St. George, Utah, and with the corporations he owned and controlled, including Bay Area Business Council, Inc., Bay Area Business Council Customer Service Corp., American Leisure Card Corp., Senior Marketing Consultants, Inc., Bay Memberships, Inc. and together with others known and unknown, and doing business with American consumers under various corporate names and aliases, engaged in a fraudulent telemarketing scheme from Florida and Utah and from various call centers in the United States including Utah, Kansas, Oregon, Idaho, Arizona, Virginia and Florida, and from various international call centers located in Grenada, St.

Lucia, St. Vincents, Toronto (Canada), and India, and elsewhere, by falsely leading consumers with poor or no credit to believe that they would be receiving a MasterCard or Visa credit card with a credit limit for an advanced fee, and instead providing consumers with an application for a Stored Value MasterCard, a form of debit card.

2. Defendant, and his co-conspirators, collected fees ranging between \$159.95 and approximately \$499.00 from tens of thousands of U.S. consumers, processing several million dollars in electronic debit charges against consumer bank accounts.

3. Neither Visa nor MasterCard authorized defendant, or his co-conspirators, to market credit cards on their behalf and no consumer received a credit card as a result of their payment of a fee to defendant.

4. From June 2001 through August 15, 2002, **PORCELLI**, and his co-conspirators, defrauded or attempted to defraud at least 165,141 individuals in the United States, including 474 residents of the Southern District of Illinois, out of approximately \$12 million. Defendant, and his co-conspirators, made several million telemarketing calls attempting and intending losses nearing a half billion U.S. dollars, or more.

II. Participants in the Scheme

At all times relevant to this Indictment:

5. **PETER J. PORCELLI, II** is and was a resident of the Tampa/Clearwater area in Florida. During the course of the scheme, **PORCELLI** set up several fraudulent telemarketing operations in different names, including Bay Area Business Council, Inc., Bay Area Business Council Customer Service Corp., American Leisure Card Corp., Senior Marketing Consultants, Inc., and Bay Memberships, Inc.

6. Bay Area Business Council, Inc. ("BABC"), was a Florida corporation, with its principal place of business at 801 West Bay Drive, Largo, Florida 33770. Defendant owned and controlled BABC.

7. Bay Area Business Council Customer Service Corp. was a Florida corporation, with its principal place of business at 801 West Bay Drive, Largo, Florida 33770. Defendant owned and controlled Bay Area Business Council Customer Service Corp.

8. American Leisure Card Corp. ("ALC") was a Florida corporation, with its principal place of business at 6289 W. Sunrise Blvd., Ste. 277, Sunrise, Florida 33313. Defendant owned and controlled ALC.

9. Bay Memberships, Inc. was a Florida corporation, with its principal place of business at 801 West Bay Drive, Largo, Florida 33770. Defendant owned and controlled Bay Memberships, Inc.

10. "A., Inc." (not the corporation's actual name) refers to a certain Nevada Corporation whose principal place of business was in St. George, Utah. Outbound telemarketing calls and verification recordings were made by A., Inc. pursuant to contracts entered into between the principals of A., Inc. and defendant. Its Chief Executive Officer is referred to herein as "KK."

11. Each of the corporate entities and businesses described in the preceding paragraphs acted as principals in the conduct of the fraudulent scheme described within. The corporate entities and businesses conspired with each other and with **PORCELLI** to commit the acts described herein. In addition, **PORCELLI** aided, abetted, counseled, commanded, induced and procured the commission of offenses by the corporate entities and businesses described herein.

III. Scheme

12. Since June 2001, and continuing thereafter until sometime on approximately August 15, 2002, through unsolicited calls from telemarketers, defendant, and his co-conspirators, operating first under the name of Bay Area Business Council, and then American Leisure Card, falsely implied that they were calling from, or were affiliated with, legitimate credit card companies, such as Visa, MasterCard, or a bank to which the consumer had previously submitted an application for a credit card. In truth and in fact, neither they, nor their companies, had any connection whatsoever with Visa, MasterCard, or the consumer's bank.

13. Using lead lists with names of consumers who had applied for credit and had been turned down, cold calls were made by telemarketers to consumers throughout the United States. The telemarketers made a sales presentation to consumers based upon a sales script that opened by saying, "Our records indicate that within the past 12 months, you filed an application for a credit card and you are now eligible to receive your MasterCard." (BABC script). The consumer was then told that the telemarketer needed to ask the consumer some questions "to verify that my records are still correct." Among the questions asked of the consumer were questions about their monthly income, implying that the telemarketer was updating the consumer's application for credit. The consumer was then put on hold "for computer authorization," after which she was told that she was to receive a "MasterCard."

14. As part of the script, consumers were typically told that "nothing....looks better on your Equifax credit report than a Mastercard," representing and implying that somehow their credit rating would be improved. That the consumer's credit rating would be somehow improved was emphasized in those cases in which consumers expressed initial reluctance to buy the card.

15. Consumers were also promised a “fabulous” Florida vacation, but the supposed Florida vacation, which was a visit to a time share property (something not disclosed in the script), was not a prominent part of the sales pitch which targeted consumers who had previously attempted to obtain a credit card.

16. Customers were told that in order to get their “card,” they would have to pay a “one time processing [fee]” which varied from about \$159.95 up to several hundred dollars, “plus shipping and handling.”

17. After a consumer agreed to the terms outlined by the telemarketer, whose sales pitch was calculated to lead the consumer to believe that she would receive a MasterCard credit card with a credit limit for an advanced fee of between \$159 up to several hundred dollars, the consumer was transferred to a “verifier.”

18. The job of the verifier was to confirm payment information, since payment was to be made by an electronic debit against a consumer’s checking or savings account. Since Bay Area’s third party payment processors required a consumer’s authorization for a one time debit to be recorded for them to process it (as did all payment processors), a digital recording of the verification call was made. However, no such recording was made of the initial telemarketing sales call. An automated “disclosure” was played to the consumer mentioning a “pay as you go MasterCard.” The consumer was advised, among other things, that there would be no “credit” on their card “until you make a payment.” The prerecorded disclosure also described the availability of “cash advances.” The verifier concluded with the question “you agreed to everything we spoke about over the phone?”

19. After the consumer’s bank account was debited, she received a “benefits package” either through the U.S. Mail or an interstate commercial carrier. The so called “benefits package” consisted of free offers that were generally available to the public at no cost, other promotional

literature, as well as some very general information on credit repair. The consumer did not receive a MasterCard credit card as promised, however. Instead, the consumer received an "acceptance form" for a ChexCard Debit MasterCard. The ChexCard Debit MasterCard was a stored value card, a form of debit card, with no credit line and no money loaded on the card. Despite representations by the telemarketer during the sales call that there would be a "one time processing fee," the consumer was required to send in still an *additional fee* of \$15.00 in order to receive her debit card.

20. Few sent in the additional \$15.00 to receive their debit card. Many who did still thought they were to receive a credit card with a credit limit and did not realize that the card was *not* a credit card until they unsuccessfully attempted to use the card at retail outlets to charge goods and services.

21. One of the supposed "benefits" was a "membership" in Bay Area Business Council which entitled the consumer to unspecified benefits. This came at a cost of \$10.00 per month, a fee *not* disclosed in the Bay Area Business Council sales script. The only notice of this fee was a brief reference to it in an automated disclosure played to the consumer during verification *after* the consumer *had already agreed* to the terms and conditions of the offer outlined by the telemarketer *during the initial call*.

22. Tens of thousands of Bay Area Business Council and American Leisure Card "members" were very angry after they received their so called "benefits package" which failed to provide what the consumer was seeking and expecting to receive, a major credit card with a credit limit. As many as one hundred thousand Bay Area Business Council "members," if not more, called Bay Area's Customer Service number over a period of several months to complain that they had been told that they would receive a credit card and instead received something else. Customer Service representatives were trained to "rebut" customers and one of the major "rebuttals" was to stress that

the customer, who had poor or no credit, would improve their credit rating through making payments on the card, which was supposedly being reported to Equifax, a credit bureau. Consumers who persisted in demanding refunds had difficulty obtaining them. Even in those instances in which Bay Area's customer service staff determined that the consumer had been lied to when the consumer asked a question during the recorded verification call, the consumer would never receive a full refund. The consumer would receive no refund, a partial refund or a refund *less the shipping and handling fee*. Shipping and handling was generally never refunded even where Bay Area's own customer service records established both that the consumer had been specifically lied to during the verification call *and* had never actually been sent a benefits package for which Bay Area would have incurred *any* shipping and handling charges.

23. While consumers were told, both during the initial sales call and subsequent calls to customer service seeking a refund, that their payment history on the card would improve their credit, at no time did defendant, Bay Area Business Council, American Leisure Card, or any of their affiliates, report to Equifax the payments made by those few consumers who did acquire their debit card and in fact, at all times relevant to this Indictment, Equifax neither generally received account information on debit cards nor took the use of these cards into account in determining a consumer's credit rating. Equifax also neither generally received "membership" fees nor took the payment thereof into account in determining a consumer's credit rating.

24. Many consumers also contacted the Better Business Bureau and their state Attorney General to complain about BABC's business practices. In turn, the Better Business Bureau and various state Attorneys General wrote letters to Bay Area asking that Bay Area respond to them about the consumers' complaints, the overwhelming majority of the complaints being that the consumer had been promised a credit card and instead had been provided with something else, a

stored value card with a MasterCard logo, the same complaint received by Bay Area's customer service staff.

25. Defendant was personally involved in each response to a BBB or State AG complaint. Responses he either wrote, edited, or approved, falsely denied that Bay Area had sold the consumer a credit card, misrepresenting that the sales script clearly stated that the consumer would receive a stored value MasterCard that did *not* have a credit limit. Many of his responses falsely characterized Bay Area's own records which in many cases contain summaries of misrepresentations that had been made to consumers during the recorded verification call in which the consumer asked specific questions about a credit limit.

26. Several months into the sale of credit cards by Bay Area Business Council, defendant created a mail drop in the Ft. Lauderdale, Florida area and hired an individual to run the office. That office operated under the names of American Leisure Card and First American Leisure Card. Mail and faxes were received in the office and forwarded to BABC's offices in Largo for response. ALC was a front for BABC which ran the same program BABC was selling with BABC's employees in Largo. ALC was created in part because of the increasing attention BABC was drawing from regulators and the BBB. In emails to his sole employee at the mail drop (email being **PORCELLI**'s principal means of communication with this employee), defendant communicated his plan to create additional offices under different names in other states every few months to deflect attention by regulators and law enforcement. The credit card program would otherwise operate in the same manner, with essentially the same scripts and utilizing the same company in Utah to conduct its outbound telemarketing sales calls, in other words, business as usual.

27. Bay Area and American Leisure Card did not provide consumers with, or arrange for consumers to receive, credit cards or other extensions of credit. Furthermore, neither the firms nor

any of their affiliates were authorized by MasterCard or Visa to issue or market MasterCard or Visa credit cards to the public, or to use MasterCard or Visa trademarks in their promotions.

28. In connection with the transactions described in this Indictment, **PETER J. PORCELLI, II** engaged in a scheme involving deceit and trickery in order to gain an unfair and dishonest advantage over thousands of victims located in the Southern District of Illinois and elsewhere throughout the United States, defrauding those victims of approximately \$12 million.

IV.
Count 1 - Conspiracy
18 U.S.C. § 371

29. Paragraphs 1 through 28 are hereby realleged.

30. From on or about June 2001 and continuing through approximately August 15, 2002, in St. Clair, Alexander, Bond, Clark, Clinton, Crawford, Cumberland, Edwards, Effingham, Fayette, Franklin, Gallatin, Hamilton, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, Union, Washington, Wayne, White and Williamson Counties, within the Southern District of Illinois and elsewhere, the defendant,

PETER J. PORCELLI, II,

together with A., Inc., KK, and with Bay Area Business Council, Inc., Bay Area Business Council Customer Service Corp., American Leisure Card Corp., Senior Marketing Consultants, Inc., Bay Memberships, Inc. and others known and unknown, did unlawfully, willfully, and knowingly combine, conspire, confederate and agree among themselves and each other to commit certain offenses against the United States as follows:

A. To devise a scheme and artifice to defraud and to obtain money and property by means of false pretenses, and for the purpose of executing and in order to effect the scheme, to

knowingly cause to be sent and delivered by the United States Postal Service and by commercial interstate carrier, benefits packages, mail and mail matter to various residents of the Southern District of Illinois, in violation of Title 18, United States Code, Section 1341.

B. To devise a scheme and artifice to defraud and to obtain money and property by means of false pretenses, for the purpose of executing and in order to effect the scheme, to knowingly cause to be transmitted by means of wire or radio communication in interstate and foreign commerce, interstate and international telephone calls, and signs and signals, all in violation of Title 18, United States Code, Section 1343.

C. To engage in money laundering offenses, all in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 1957 to wit:

1) knowing that the property involved in financial transactions represent the proceeds of unlawful activity, conducts and attempts to conduct financial transactions which in fact involve the proceeds of the specified unlawful activity of mail fraud and wire fraud with the intent to promote the carrying on of mail fraud and wire fraud;

2) to knowingly engage and attempt to engage in monetary transactions in criminally derived property of a value greater than \$10,000 that was derived from the specified unlawful activity of mail fraud and wire fraud.

31. In furtherance of the conspiracy, between June 2001 and August 15, 2002, defendant, and his co-conspirators, committed the following overt acts.

A. On or about September 10, 2001, **PORCELLI** caused a letter to be sent to the Better Business Bureau in response to an inquiry concerning a consumer who complained that she had been promised a credit card. Defendant had an employee produce a verbatim transcript of

the verification call (the original sales call being unrecorded). In the verification call, there is the following exchange:

Consumer: "Is this guaranteed?"

Verifier: "Yes, Ma'am, 100%"

Consumer: "With a, uhh, credit limit of \$2000?"

Verifier: "\$2000, up to \$2000."

PORCELLI told that employee that he didn't want *that* part of the verification call transcribed and deleted that portion. He then drafted language in the letter to the BBB which recites as follows:

"The taped-verification including the complainant's own voice contradicts Mrs. Hall's allegations. The card does have a \$2000 limit, but it is a "pay as you go," stored-value, 0% interest MasterCard. Kim does not even leave the possibility open that she was confused.... That is why it is important to listen to the recorded transcript, which clearly shows her complaint to have been written in bad faith."

Defendant then falsely represented in the letter that "I have included a transcript of the entire recording," which transcript deleted the exchange above in which the verifier confirmed that there was a credit limit of \$2000, and that letter was sent to the Better Business Bureau.

B. On or about November 12, 2001, **PORCELLI** caused a letter to be sent to the Better Business Bureau in response to an inquiry by them concerning a consumer who complained that she had been promised a credit card. In the letter, defendant added the following language: "the offering of an actual credit line to anyone for an advanced fee which we collect, would be a criminal offense if we were really engaging in that practice."

C. On or about January 23, 2002, BABC, with **PORCELLI**'s approval, prepared a letter to be sent to the Better Business Bureau in response to an inquiry by them concerning a consumer who complained that she had been promised a credit card with a credit limit. An employee listened to the verification recording (the original sales call being unrecorded). The customer asked whether he had to "pay into the card to use it," and whether he was guaranteed a \$2,000 "limit," according to the Customer Record. The verifier responded that once he received the card, there would be a "\$2000 limit," it just needed to be "activated." The Customer Record notes were then given to **PORCELLI** to review. BABC, at **PORCELLI**'s direction, sent a response with the following stock language. "The card can be prepaid for whatever amount the customer wants to put on it, but it does not have a credit line.... This is all explicit during the verification."

D. On or about March 1, 2002, BABC, with **PORCELLI**'s approval, prepared a letter to be sent to the New York Attorney General's Office in response to an inquiry by them concerning a consumer who complained that she had been promised a credit card with a credit limit. An employee listened to the verification recording (the original sales call being unrecorded). She made notes in the Customer Record that the verifier represented to the customer that the card would have a zero percent interest rate, with no annual fees, and that the consumer's payments would only go toward the "principal balance." **PORCELLI** approved the use of stock language he had previously drafted representing that "the card can be loaded to a limit of \$2,000, but it does not have a credit line.... This is all explicit during the verification." He added the language "I am sure you would not want us to presume every customer's story to be truthful absent any facts to support same."

E. Sometime on or about March 8, 2002, **PORCELLI** wrote, or approved, a letter to the Better Business Bureau which addressed misrepresentations made during sales calls, and

requests for refunds. **PORCELLI** falsely represented that BABC had terminated the sales entity that gave rise to BBB complaints and in turn hired only "reputable call centers" to make the outbound sales calls. In truth and in fact, the Utah based corporation had been the sales entity and made almost all of the outbound calls on behalf of BABC, ALC and **PORCELLI**, and even after the letter to the BBB, continued to use their services until his businesses were shut down.

F. Defendant, and his co-conspirators, caused the mailings, interstate commercial shipments, and wire communications within the Southern District of Illinois to occur as charged in Counts 2 through 19 of this Indictment, which are incorporated herein and realleged as additional overt acts in furtherance of the conspiracy.

The offenses occurred in connection with the conduct of telemarketing, punishable under Title 18, United States Code, Sections 2326(1) and (2).

Counts 2-10 - Mail Fraud

18 U.S.C. § 1341

32. Paragraphs 1 through 28 are hereby realleged.

33. On or about the dates listed below, in St. Clair, Alexander, Madison, Pulaski, Randolph, Washington, and Williamson Counties, as alleged in the respective count, within the Southern District of Illinois, and elsewhere, the defendant,

PETER J. PORCELLI, II,

having devised the above-described scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing the scheme and attempting so to do, did knowingly cause to be sent and delivered by the United States Postal Service, correspondence, including a benefit package, addressed to the residents of the Southern District of Illinois, to the places and in the manner described in the respective Count:

Count	Date	From	To	Victim
2	April 4, 2002	Largo, FL	East St. Louis, IL	C.D.
3	April 4, 2002	Largo, FL	Grand Chain, IL	M.M.
4	April 4, 2002	Largo, FL	Nashville, IL	P.S.
5	April 15, 2002	Largo, FL	Lovejoy, IL	D.B.
6	April 18, 2002	Largo, FL	Madison, IL	K.O.
7	April 29, 2002	Largo, FL	Marion, IL	B.C.
8	April 30, 2002	Largo, FL	Steeleville, IL	J.G.
9	May 20, 2002	Largo, FL	Cairo, IL	E.S.
10	August 18, 2002	Largo, FL	Edwardsville, IL	J.T.

All in violation of Title 18, United States Code, Sections 1341 and 2.

The offenses occurred in connection with the conduct of telemarketing, punishable under Title 18, United States Code, Sections 2326(1) and (2).

Counts 11-14 - Wire Fraud

18 U.S.C. § 1343

34. Paragraphs 1 through 28 are realleged.

35. On or about the dates listed below, in Alexander, Madison, Randolph, and Williamson Counties, within the Southern District of Illinois and elsewhere, the defendant,

PETER J. PORCELLI, II,

having devised the above-described scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing the scheme and attempting so to do, did knowingly cause to be transmitted by means of wire or radio communication in interstate and foreign commerce, signs and signals, that is

unsolicited telemarketing phone calls, which calls were placed from the State of Utah and other states and foreign countries, to the Southern District of Illinois and simultaneously recorded by a third party verification service in Gaithersburg, Maryland as is set forth in the respective Count:

Count	Date	To	Victim
11	March 23, 2002	Marion, IL	B.C.
12	March 29, 2002	Steeleville, IL	J.G.
13	April 23, 2002	Cairo, IL	E.S.
14	July 18, 2002	Edwardsville, IL	J.T.

All in violation of Title 18, United States Code, Sections 1343 and 2.

The offenses occurred in connection with the conduct of telemarketing, punishable under Title 18, United States Code, Sections 2326(1) and (2).

**Counts 15-19 - Wire Fraud
18 U.S.C. § 1343**

36. Paragraphs 1 through 28 are realleged.

37. On or about the dates listed below, in Alexander, Madison, Randolph, and Williamson Counties, from the places within the Southern District of Illinois described below, the defendant,

PETER J. PORCELLI, II,

having devised the above-described scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses, for the purpose of executing the scheme and attempting so to do, did knowingly cause to be transmitted by means of wire or radio communication in interstate and foreign commerce, signs and signals, that is, ACH debit transfers from bank accounts of consumers in the Southern District of Illinois, to banks outside the State of Illinois.

Count	Date	Amount \$	Wire From	Wire To	Victim
15	4/22/02	\$199.90	Sparta, IL	Clearwater, FL	J.G.
16	4/23/02	\$199.90	Marion, IL	Clearwater, FL	B.C.
17	5/03/02	\$199.90	Cairo, IL	Clearwater, FL	E.S.
18	7/30/02	\$199.90	Edwardsville, IL	Sunrise, FL	J.T.
19	8/12/02	\$10.00	Alton, IL	Fort Lauderdale, FL	A.W.

All in violation of Title 18, United States Code, Sections 1343 and 2.

The offenses occurred in connection with the conduct of telemarketing, punishable under Title 18, United States Code, Sections 2326(1) and (2).

Forfeiture Allegation

38. As a result of the offense of conspiracy to commit violations of Title 18, United States Code, Sections 1341 and 1343 as described in Count 1 of this Indictment, said count referring to an offense involving telemarketing,

PETER J. PORCELLI, II,

defendant herein, shall forfeit to the United States, pursuant to 18 U.S.C. Sec. 982(a)(8), any real or personal property -(A) used or intended to be used to commit, to facilitate, or to promote the commission of said offense; and (B) constituting, derived from, or traceable to the gross proceeds that the defendant obtained directly or indirectly as a result of the offense. Said property includes, but is not limited to, the following:

Twelve million dollars (\$12,000,000.00) in United States funds.

39. As a result of the foregoing offenses described in Counts 2 through 19 of this Indictment, said counts referring to offenses involving telemarketing,

PETER J. PORCELLI, II,

defendant herein, shall forfeit to the United States, pursuant to 18 U.S.C. Sec. 982(a)(8), any real or personal property - (A) used or intended to be used to commit, to facilitate, or to promote the commission of said offense; and (B) constituting, derived from, or traceable to the gross proceeds that the defendant obtained directly or indirectly as a result of the offense.

SUBSTITUTE PROPERTY:

If any of the foregoing property, as a result of any act or omission of any defendant, (A) cannot be located upon the exercise of due diligence, (B) has been transferred or sold to, or deposited with, a third party, (C) has been placed beyond the jurisdiction of the Court, (D) has been substantially diminished in value, or (E) has been commingled with other property which cannot be divided without difficulty, it is the intention of the United States, pursuant to Title 18, United States Code, Section 853(p), to forfeit other property of the defendants up to the value of the foregoing property. The property to be forfeited as substitute property includes, but is not limited to:

Real property located at 1369 Forestedge Blvd., Oldsmar, Florida, more particularly described as follows:

Lot 16, Block 7, Aberdeen Unit Two, according to the plat thereof as recorded in Plat Book 104, Page 50 through 56 inclusive, public records of Pinellas County, Florida.

Tax Parcel No. 10/28/16/00026/007/0160

With all attachments, improvements, and appurtenances thereon.

All in violation of Title 18, United States Code, Section 982(a)(8).